

COPY

**COOPERATIVE AGREEMENT
BETWEEN THE
DRUG ENFORCEMENT ADMINISTRATION
AND THE
ALBUQUERQUE POLICE DEPARTMENT**

This agreement is made this ____ day of June 2017, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the Albuquerque Police Department (hereinafter referred to as "APD"). The DEA is authorized to enter into this agreement to provide for the cooperative enforcement of laws relating to the trafficking and abuse of controlled substances under the provisions of 21 U.S.C. § 873.

WHEREAS the illegal trafficking and abuse of narcotics and dangerous drugs in the Albuquerque area has a substantial and detrimental effect on the health and general welfare of the people of New Mexico, the APD has established the APD Narcotics Initiative, a non-funded HIDTA initiative, within the APD Narcotics Unit.

1. In carrying out the APD Narcotics Initiative, members of the APD Narcotics Unit will perform the activities and duties described below:

- a. disrupt the illicit drug traffic in the Albuquerque area by immobilizing targeted violators and trafficking organizations;
- b. gather and report intelligence data relating to the trafficking in narcotics and dangerous drugs; and
- c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the APD Narcotics Unit's activities will result in the effective prosecution before the courts of the United States and the State of New Mexico.

2. To accomplish the objectives of the APD Narcotics Initiative, DEA agrees to detail one (1) experienced agent, on a full-time basis, to the APD Narcotics Unit, for a period of not less than two years. During this period of assignment, the assigned agent will continue to be employed by DEA with no break in federal service, and DEA will continue to pay the assigned agent's salary, benefits and overtime. In this regard, the assigned agent will report administratively to his/her supervisor at the Albuquerque District Office of DEA, which will be responsible for his/her time and attendance, leave requests, performance evaluation and rating, and all other personnel actions.

3. During the assignment, the assigned agent will be under the operational supervision and control of the APD Narcotics Unit. The APD will establish the work schedule of the assigned agent consistent with the needs of the APD Narcotics Initiative. Conforming to the APD's needs, the assigned agent will continue to maintain essential DEA administrative and case-related duties as may be required. While DEA will remain responsible for the assigned agent's performance evaluation and rating, the APD supervisor in charge of the APD Narcotics Initiative will prepare annually an informal, in-house evaluation of the assigned agent's performance for the information of DEA.

4. The assigned agent, during his/her assignment, will abide by relevant APD internal policies and procedures, including those relating to APD property, reporting systems, evidence handling, operation plans, non-DEA confidential sources/informants, technical equipment, official funds, official vehicles, and arrest, search and seizure. However, the assigned agent will continue to be subject to the federal statutory and regulatory provisions that govern ethical and other standards of conduct, conflicts of interest, suitability, security, and limitations on political activity, as well as the Department of Justice's Policy on the Use of Deadly Force, the most recent version dated July 1, 2004.

5. In the event of a significant conflict between DEA and APD operational policies or procedures, DEA/Albuquerque, in consultation with APD, will resolve said conflict with regard to the assigned agent. If major differences in policy/procedure cannot be reconciled, DEA/Albuquerque may limit the assigned agent's participation in a particular operational activity. Otherwise, the assigned agent's failure to adhere generally to APD policies and procedures may be grounds for his/her dismissal from the APD Narcotics Initiative.

6. The assigned agent must meet and maintain APD firearm qualification standards during the period of assignment in addition to maintaining firearms qualification standards established by DEA. While the assigned agent may carry the firearms and ammunition mandated by DEA, he/she must qualify with those firearms under the APD standards.

7. APD agrees to provide support to the assigned agent during the period of assignment, including office space, office supplies, and other items necessary to the assignment. APD also agrees to provide any necessary training and instruction to the assigned agent in regard to applicable APD internal policies and procedures and APD firearm qualification standards.

8. DEA acknowledges that the United States is exclusively liable for any property damage, personal injury, or death, resulting from the negligent or wrongful actions or failures of act on the part of its employees, to the extent provided by the Federal Tort Claims Act, 28 U.S.C. §§ 2401(b), 2671-2680. Accordingly, the federal tort claims statutes and any other applicable federal tort liability statute will apply to the assigned agent. Any and all claims brought against DEA and/or its employees, including the assigned agent, will be subject to applicable

Department of Justice regulations regarding representation of the federal government and its employees.

9. This is a non-reimbursable agreement. There are no provisions for reimbursement associated with this agreement or the assignment of the DEA agent to the APD Narcotics Initiative.

10. The term of this agreement will be effective from the date specified in the opening paragraph until June 1, 2018. This agreement may be terminated by either party on thirty days' advance written notice.

For the Drug Enforcement Administration:

I certify that the agent assigned is a favorable candidate for the APD Narcotics Initiative. I certify that he/she has not been previously convicted of a misdemeanor crime of domestic violence, within the meaning of Title 18, USC, Section 922 (g)(9).

Will R. Glaspy
Special Agent in Charge

Date: _____

For the Albuquerque Police Department:

Gorden E. Eden, Jr.
Chief of Police
Albuquerque Police Department

Date: 07/17/17